

## Principles for Conducting Sales on TV Channels of POLSAT MEDIA

POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. (hereinafter POLSAT MEDIA), with its seat in Warsaw, ul. Ostrobramska 77, operates as an advertising department for Telewizja Polsat Sp. z o.o. and other entities. POLSAT MEDIA conducts operations comprising broadcast of Ads on the following TV channels (hereinafter called: TV Channels).

| TV Channel         |                       |                 |
|--------------------|-----------------------|-----------------|
| Polsat             | Nowa TV               | AMC             |
| Polsat2            | Fokus TV              | CBS Europa      |
| Polsat Cafe        | TV Puls               | CBS Reality     |
| Polsat Play        | Puls 2                | Sundance TV     |
| Polsat News        | Kino Polsat           | Extreme Sports  |
| Polsat Film        | Kino Polska Muzyka    | Cartoon Network |
| Polsat Sport       | Kino TV               | Boomerang       |
| Polsat Sport Extra | Gametoon              | Warner TV       |
| Polsat News 2      | Zoom TV               | AXN             |
| Polsat Sport News  | Stopklatka            | AXN Black       |
| Polsat Seriale     | History               | AXN White       |
| Disco Polo Music   | CI Polsat             | AXN Spin        |
| Polsat Music       | Lifetime              | WP              |
| Czwórka            | History2              | 4FUN.TV         |
| Szóstka            | Polsat Viasat Nature  | 4FUN KIDS       |
| Super Polsat       | Polsat Viasat Explore | 4FUN Dance      |
| Polsat Doku        | Polsat Viasat History | TELE5           |
| Polsat Games       | Epic Drama            | POLONIA1        |
| Polsat Rodzina     | BBC Brit              | Novela TV       |
| Wydarzenia 24      | BBC Earth             | Water Planet    |
| Eleven Sports 1    | BBC Lifestyle         | TV Republika    |
| Eleven Sports 2    | BBC First             | Stars.TV        |
| Eska TV            | BBC Cbeebies          | Golf Channel    |
| Eska TV Extra      | 13 Ulica              | DaVinci         |
| Eska Rock TV       | SciFi Universal       | WPOLSCE.PL      |
| Polo TV            | E Entertainment       |                 |
| Vox Music TV       | Polsat JimJam         |                 |

Changes to the list of TV Channels are announced by POLSAT MEDIA and shall not constitute an amendment to the Principles. The TV Channels are distributed , through wireless (terrestrial, satellite) and wired platforms, via a digital platform, cable network and online platform (the Internet) in the territory of countries where TV programs are received by recipients. Sale of Ads is conducted using two sales methods: pricelist and package based, which are discussed further in the Principles. The definitions of the terms used in the Principles have been provided in section X of the Principles.

### I – General terms and conditions of cooperation with the Advertiser

1. The Ad/Sponsorship Billboards broadcasting service shall be performed based on Orders signed

by the Advertiser and POLSAT MEDIA. If the Agency acts on behalf of the Client, the Client together with the Agency shall bear joint responsibility for liabilities arising from the Order.

2. POLSAT MEDIA commences the sale of Ad broadcasting services for a given calendar month on the first working day after making available to the Advertisers the Pricelist for a given month. Sales based on the Pricelist are conducted first, and are followed by package sales. At the time of providing the Pricelist for a given month, POLSAT MEDIA informs the Advertisers about the dates of commencing sales for both methods.
3. POLSAT MEDIA prepares Orders based on order forms received from the Advertiser. On receiving an order form, POLSAT MEDIA makes a reservation for the advertising/sponsor air-time in the scope described in the order form and confirms the reservation by sending the Order to the Advertiser for approval.
4. The Advertiser approves the Order by having authorized persons sign the Order and delivering the signed Order to POLSAT MEDIA together with the documents and statements listed in the Principles within 3 working days from the date of POLSAT MEDIA sending the Order to the Advertiser, not later however than by the fifth working day before the first broadcasting of the Ad/Sponsorship Billboard covered by the Order. An Order is also considered to have been delivered when it has been sent to POLSAT MEDIA within the aforementioned deadline by fax or e-mail. The Order is concluded after it has been signed by POLSAT MEDIA.
5. POLSAT MEDIA provides Adsign platform available at <https://adsign.polsatmedia.pl>, which is used to submit, handle and modify Orders for advertising services of POLSAT MEDIA. Orders on the Adsign platform should be submitted in PDF format. Access to the Adsign platform allows for placing an electronic signature on the Order, sending invoices in PDF format and managing user rights. Access to the platform depends on the activation of the user's account and acceptance of the platform's regulations, which are available on platform's website.
6. Any changes introduced by the Advertiser to the signed Order shall be regulated by the provisions of the Principles in the part related to resignation from the services.
7. If, in connection with settling the Order, it is necessary to issue a correcting invoice – the need and the amount shall each time be confirmed by the Advertiser within 3 working days from the date of POLSAT MEDIA presenting the settlement details, not later however than by the end of the calendar month in which the settlement details were provided.
8. If Advertiser having outstanding liabilities to POLSAT MEDIA performs a transfer and in the term of 3 working days from the date of crediting of POLSAT MEDIA's bank account does not indicate which claim this transfer satisfies then POLSAT MEDIA will settle this payment on the account of the debt which is the most outstanding.
9. The broadcaster has the right to refuse to broadcast an ad, the content or form of which is inconsistent with the programming line or may damage the Broadcaster's reputation.

## **II – Valuation of the Order**

1. Orders for the broadcasting of Ads/Sponsorship Billboards are prepared by POLSAT MEDIA on separate forms for each type of sale. Specimens of the forms of the Order are provided in Appendix No. 3 (a-c) to the Principles. The calculation of the net value of the Order is performed by POLSAT MEDIA in accordance with the provisions of the Principles for each type of sales.
2. If as a part of the Order are broadcasted: Ad, Sponsorship Billboard or Product Placement for an alcoholic drink, the value of the Order is additionally increased by 11.11%, due to the obligation to make a payment for providing services involving the Advertising of alcoholic drinks. POLSAT MEDIA hereby declares that in the event of a liability arising to accrue other fees, apart from the liability referred to in this clause calculated in connection with the broadcasting of Ads, Sponsorship Billboard or Product Placement, the value of the Order shall also be increased by

the amount of those liabilities.

**Pricelist based sales**

3. Pricelist based sales involve the valuation of Ad broadcasting services based on the ad broadcasting prices published in the Pricelist. Within Pricelist based sales the Advertiser chooses broadcasting time for Ads by sending an order form to POLSAT MEDIA comprising a list of the broadcasts he wishes to reserve. Based on the order form, POLSAT MEDIA prepares a so-called Pricelist Order.
4. The fee for the broadcasting of Ads as part of the Pricelist Order is calculated based on the prices published in the Pricelist valid for a given broadcasting period.
5. POLSAT MEDIA may grant the following discounts to Advertisers:
  - a. Client's discount – a discount granted to the Client based on a long-term contract concluded between the Client and POLSAT MEDIA;
  - b. agency discount – a discount granted to the Agency in connection with its representing the Client; the discount can be up to 15%;
  - c. other discounts – discounts granted by POLSAT MEDIA in individual cases (e.g. a seasonal discount).
6. The valuation of a Pricelist Order is performed as follows:

The price published in the Pricelist valid for a given broadcasting period is multiplied by the Ad length conversion factor and then increased by any additional fees arising from the Principles. The additional fees are accrued in the following order: the fee arising from the Ad's content is accrued first and the fee for broadcasting the Ad in a selected position in a commercial break is accrued next; moreover, the fee for broadcasting the Ad in a selected position in a commercial break is accrued on the amount obtained after accruing the fee related to the Ad's content. The amount thus calculated is reduced by the discounts that are due to the Advertiser. Every subsequent discount is calculated on the amount that remains after deducting the previous discount, the agency discount being calculated last and the Client's discount calculated as the penultimate one. Afterwards, the technical fee referred to in the point IV.10 of the Principles is charged. The amount obtained after deducting the discounts and adding the technical fee constitutes the net value of the Pricelist Order. The net value of the Order is increased by amounts due to the State budget referred to in point II.2 of the Principles and then by VAT.

**Package based sales**

7. Package based sales shall mean the valuation of Ad broadcasting services based on the achieved audience level. The Advertiser sends an order form to POLSAT MEDIA which specifies the subject of the Ad, the broadcasting period, the level of the ordered GRP for each Ad length and the distribution between prime time and the rest of the day if applicable. On accepting the reservation POLSAT MEDIA issues a so-called Package Order. As part of the Package Order POLSAT MEDIA selects the commercial breaks in which the Ads will be broadcast.
8. The broadcasting period within a Package Order should cover a period of at least 7 days of actually broadcasting the Ads, and the ordered GRP should at least have the level specified below for a given TV Channel, unless another minimum GRP level has been specified in the Pricelist for a given broadcasting period.

**The minimum GRP level in a package order:**

| <b>TV Channel</b> | <b>GRP level</b>              |
|-------------------|-------------------------------|
| Polsat            | 50                            |
| Polsat Sport      | 1                             |
| Czwórka           | 2                             |
| Other             | individually determined level |

9. The CPP level for a given Order is specified in the long-term Contract concluded by and between POLSAT MEDIA and the Advertiser. Discounts, in particular agency discounts, are not applied in the package based sales.

10. The valuation of a Package Order is performed as follows:  
The CPP for a given month for a given time of the day is multiplied by the Ad length conversion

factor and then increased by the additional fees arising from the Principles. The additional fees are accrued in the following order: the fee arising from the Ad's content is accrued first and the fee for broadcasting the Ad in a selected position within a commercial break is accrued next; moreover, the fee for broadcasting the Ad in a selected position within a commercial break is accrued on the amount obtained after accruing the fee related to the Ad's content. The amount thus calculated is multiplied by the GRP ordered for a given broadcasting period for a given Target Group as well as the day-part, and then increased by the technical fee referred to in the point IV.10 of the Principles, which altogether constitutes the net value of the Package Order. The net value of the Order is increased by amounts due to the State budget referred to in point II.2 of the Principles and then by VAT.

11. After broadcasting the Ads from the Package Order, POLSAT MEDIA settles the amounts due for broadcasting the Ads: POLSAT MEDIA recalculates the net value of the Package Order adopting (in place of the ordered GRP level) the GRP achieved by broadcasting the Ads from the Order.

a. If the net value thus specified is lower than the net value calculated for the ordered GRP level and the difference exceeds the level specified in the table below, the amount due for such Package Order is calculated based on the GRP achieved by broadcasting the Ads.

b. If the net value thus specified is lower than the net value calculated for the ordered GRP level and the difference does not exceed the level specified in the table below, the Package Order is considered to have been executed in line with the order form, and the amount due for the Package Order is calculated based on the ordered GRP.

c. If the net value thus specified is higher than the net value calculated for the ordered GRP level, the amount due for the Package Order is calculated based on the ordered GRP.

**difference in the net value of the package Order; ordered vs. settled:**

| <b>broadcasting period provided in the Order*</b> | <b>difference in value**</b> |
|---|------------------------------|
| up to 7 days                                      | 10%                          |
| 8 to 14 days                                      | 8%                           |
| more than 14 days                                 | 5%                           |

\* calculated as the number of days in which the Ads were broadcast if the Advertiser limited the number of Ad broadcasting days in the order form

\*\* in case of package Order exclusively on Television Programme amount due for ad broadcast is calculated based on GRP achieved by this broadcast

12. POLSAT MEDIA performs the settlement of the Package Order based on the telemetric data provided by an independent research institute specified by POLSAT MEDIA.

**Special Program Band**

13. In case of simultaneous broadcasting the programme on the Polsat TV Channel and on one, or more TV Channels offered by POLSAT MEDIA, POLSAT MEDIA may create a Special Program Band. In this case, the amount due for the broadcast of Ads in Special Program Band will be calculated on the basis of the provisions of point 7-12 above based on the total number of GRPs obtained as a result of the Ads broadcast on all TV Channels contained in Special Programme Band and CPP relevant to the Polsat TV Channel.

**Multi-channel orders**

14. The Advertiser may acquire Ad/Sponsorship Billboards broadcasting services in the so-called Multi-channel Orders comprising two or more of the Orders in given TV Channels (and accordingly: Internet Products, Radio Programme or Polsat Media AdScreen carriers). POLSAT MEDIA establishes a list and percentage share of respective TV Channels in the group which is covered by certain type of Multi-channel Order, creating, for example: men's package, women's package, general package. Change in the group covered by certain type of Multi-channel Order does not constitute a change of Principles. In the case of a Multi-channel Order, POLSAT MEDIA issues one Order for a given period relating to all TV Channels (and accordingly: Internet Products, Radio Programme or Polsat Media AdScreen carriers) covered by the group, and the settlement of the amounts due arising from the Order is performed jointly for all the TV Channels (and accordingly: Internet Products, Radio Programme or Polsat Media AdScreen carriers) on which the Ads from the Order were broadcast based on the provisions of the Principles relating to Pricelist and Package Orders respectively. The Multi-channel Orders may comprise both Pricelist and Package Orders.
15. The Client's discount or CPP level for a given Multi-channel Order (for the entire group of TV Channels (and accordingly: Internet Products, Radio Programme or Polsat Media AdScreen carriers)) are specified in the long-term Contract concluded between POLSAT MEDIA and the Advertiser.
16. The remaining provisions of the Principles relating separately to the Pricelist and Package Orders shall be applied accordingly to Multi-channel Orders. For the Orders comprising Internet Products (and accordingly: Radio Programme or Polsat Media AdScreen carriers), the Principles for Conducting Sales on POLSAT MEDIA Internet Products (and accordingly: the Principles for Conducting Sales on Muzo.fm Radio Programme or the Principles for Conducting Sales on POLSAT MEDIA AdScreen carriers) shall be applied.

#### **Ad length conversion factors**

17. If an Ad is shorter or longer than 30 seconds, the price of broadcasting a given Ad / CPP is multiplied by the Ad length conversion factor given in the table below.

##### **Ad length conversion factors:**

| <b>duration of Ad (in seconds)</b> | <b>conversion factor</b> |
|------------------------------------|--------------------------|
| 5                                  | 40%                      |
| from 6 to 10                       | 55%                      |
| from 11 to 15                      | 70%                      |
| from 16 to 20                      | 90%                      |
| from 21 to 30                      | 100%                     |
| from 31 to 35                      | 120%                     |
| from 36 to 40                      | 140%                     |
| from 41 to 45                      | 150%                     |
| from 46 to 60                      | 200%                     |

In the case of Ads that are longer than 60 seconds, the Ad length conversion factor is determined individually.

18. If two or more Ads are combined into one broadcasting material then the price of broadcasting each Ad / CPP shall be calculated separately in accordance with the Ad length conversion factors.

#### **Additional fees**

19. If the Ad contains elements promoting more than one product/service of the Client, another entity or products/services of an entity other than the Client, the amount due for broadcasting of the Ad shall be increased by the fee specified in the table below.

| <b>additional elements in the Ad</b>                                 | <b>additional fee</b> |
|--|-----------------------|
| logo of a media patron or sponsor                                    | 5%                    |
| prize in a competition (without providing the features of the prize) | 5%                    |
| the second and each following product/service of the Client          | 5% each               |
| one product/service of another Client                                | 20%                   |
| the second and each following product/service of another Client      | 10% each              |
| other cases  | 25%                   |

- 20.** The Advertiser may obtain an additional service to broadcast the Ad in a selected position or in a specified layout in a commercial break. In such event, the amount due for broadcasting the Ad shall be increased by the fee specified in the table below.

| <b>position/layout of the Ad in the commercial break</b> | <b>additional fee</b> |
|--|-----------------------|
| first  | 25%                   |
| last   | 25%                   |
| first and last*  | 20%                   |
| first, second, penultimate and last*                     | 15%                   |
| second and penultimate*                                  | 10%                   |
| double spot**  | 10%                   |
| Ad environment***  | 30%                   |

\* a group of selected positions; the service is available for commercial breaks containing two/four or more Ads; the Ads are broadcast on all of the positions listed in group above, so that the prices of the Ad broadcasts (and in the case of a package Order - the GRP levels achieved through broadcasting the Ads) in each position should approximately correspond to each other.

\*\* in reference to two or more Ads in one commercial break: selection of their position by the Advertiser (including determining the number of other Ads between them) or determining the their broadcast sequence. The fee is charged from the net value of the Ads included in this service.

\*\*\* positioning of the Ad of the one Advertiser in a way that it will not be placed in direct proximity with the other Ad from the given product category.

## **Sponsorship**

- 21.** As part of sponsorship, POLSAT MEDIA prepares sponsorship packages which cover broadcasting of Sponsorship Billboards for a given Client before and after selected TV programmes and at the moment of resuming a given programme after a break for Ads or telesales. A sponsorship package may be additionally increased for the broadcasting of Sponsorship Billboards when announcing the sponsored programme; the number of broadcasts of such Sponsorship Billboards is determined individually with the Advertiser (with the Client or the Agency).
- 22.** The sponsorship package may relate to one or several TV programmes. When deciding to buy a sponsorship package relating to a given TV programme, the Client becomes its Sponsor. One Sponsorship Billboard may be broadcast for not longer than 8 seconds in the case of one Sponsor, 16 seconds in the case of two Sponsors and 24 seconds in the remaining cases. The Sponsorship Billboard may contain only the name, business name, trademark or another sign identifying the Sponsor or his operations, reference to his products, services or their trademarks.
- 23.** The net value of the sponsorship package depends, among other things, on the time of broadcasting the Sponsorship Billboards, their number and the validity period of the sponsorship package. Estimated net value of the sponsorship package is increased by the technical fee referred to in the point IV.10 of the Principles, public receivables which are described in the point II.2 of the Principles and after that, increased by output VAT. POLSAT MEDIA reserves the sponsorship package for the Sponsor by issuing a so-called Sponsor Order.

24. Signing the Order is equivalent to the Advertiser declaring that the Sponsorship Billboard provided for broadcasting on the TV Channel to which the Order relates, do not contain audio or visual elements of an advertising message from the entity being the Sponsor with which the Sponsor is associated, and which could make it difficult to distinguish between a Sponsorship Billboard and an Ad.
25. In the event of any third party, public administration body or other state institution acting against POLSAT MEDIA or the Broadcaster in connection with violating the law as a result of broadcasting the Sponsorship Billboard, the Advertiser shall compensate for any documented losses incurred by those entities, including costs of legal representation, should the information provided in the declaration referred to in point 23 above prove untrue, as confirmed by a competent public authority.

#### **Product placement**

26. As part of product placement, POLSAT MEDIA prepares product placement packages for a given Client which cover product placement service in selected TV programmes. The product placement package may relate to one or several TV programmes.
27. The net value of the product placement package depends, among other things, on the time of broadcasting the TV programme, the number of broadcasts and the validity period of the product placement package. Estimated net value of the product placement package is increased by public receivables which are described in the point II.2 of the Principles and after that, increased by output VAT. POLSAT MEDIA reserves the product placement package for the Client by issuing an Order.
28. In matters not regulated in points 20-26 above, the provisions of the Principles relating to Ads shall apply accordingly.

#### **III – Long-term contracts**

1. The cooperation between the Client and POLSAT MEDIA may be regulated by a Long-term Contract which specifies the obligations of the parties and the additional terms of cooperation, not covered by the Principles.
2. The obligations of the Client as part of the Long-term Contract comprise the commitment to purchase the service of broadcasting Ads or Sponsorship Billboards on a given TV Channel and the specification of the level of the Client's financial commitment during the Long-term Contract's validity period.
3. The obligations of POLSAT MEDIA as part of the Long-term Contract may include the following elements:
  - a. reservation of the advertising or sponsor time in the period of validity of the long-term Contract;
  - b. setting the Client's discount for the period of the long-term Contract;
  - c. setting the CPP levels for the purpose of packages sales for each month of the Long-term Contract's validity at defined times of the day;
  - d. setting the agency discount in the case of executing the Long-term Contract through an Agency.
4. The CPP levels specified in the Long-term contract shall be valid on condition that in the period of the Contract's validity there is no:
  - a. significant change in the supply of advertising time for broadcasting Ads on television channels resulting from the legal regulations amending the ability to broadcast ads on TV channelsor
  - b. change in the research institute providing telemetric data based on which POLSAT MEDIA

establishes the GRP achieved through the broadcasting of Ads.

In the event of such change, the Client and POLSAT MEDIA shall establish (within 14 days) new CPP levels for the period, beginning from the time of the change.

5. If the Client does not perform the financial commitments specified in the Long-term Contract, POLSAT MEDIA shall calculate the difference between the level of the commitment and the total net value of the Ad/Sponsorship Billboard broadcasting service provided to POLSAT MEDIA for broadcasting the Ads/Sponsorship Billboards of the Client during the validity of the Long-term Contract. The Client shall be obliged to pay POLSAT MEDIA half the amount thus calculated by reducing the Client's discount and increasing the CPP level in connection with the failure to meet the Client's commitment. Payment shall be made within 3 weeks from presenting the Client with the relevant settlement details by the POLSAT MEDIA.
6. Any commercial terms and conditions covered by Order or Long-term Contract are confidential to the third parties and may not be disclosed without prior written consent of the POLSAT MEDIA except where such disclosure is required by generally applicable provision of law, in particular on the order from authorized public administration body. Advertiser agrees to disclose commercial terms and conditions to the Broadcaster. For the avoidance of doubt Advertiser acknowledges that he is not entitled to disclose commercial terms and conditions to any entities conducting activities in the scope of researching the mediagenic or/and marketing efficacy of advertising campaigns of the Advertiser.

#### **IV– Broadcasting materials**

1. The Ads/Sponsorship Billboards which are to be broadcast shall be delivered to POLSAT MEDIA digitally in the form of files delivered through the Polsat Media Adtoox platform, compliant with the technical specification available at: <https://adflow.polsatmedia.pl>. Broadcast materials uploaded to the Polsat Media Adflow platform are stored for a period of 3 (three) months from the date of their last broadcast. After this deadline, POLSAT MEDIA has the right to remove such broadcast material without informing the Advertiser.
2. POLSAT MEDIA reserves the right to broadcast the material with a loudness level corresponding to other broadcasted materials (directly preceding and following the broadcasted one).
3. All materials delivered to POLSAT MEDIA should fulfill technical recommendations described in EBU R128 recommendation (audio loudness should be normalized at -23LUFS +/-1LU). In addition to that, loudness of last 20sec. of material should not significantly differ from general loudness level of the whole material, with particular reference to undesirable loudness decreasing.
4. Together with the broadcast material, the Advertiser shall be obliged to deliver the copyrights certificate in accordance with the specimen provided in Appendix No. 4 to the Principles. The Order may be executed conditionally without the delivered copyrights certificate; in such situation POLSAT MEDIA reserves the right to stop the broadcasting of Ads/Sponsorship Billboards at any time – without incurring any financial consequences on this account.
5. The Advertiser shall be obliged to hold the certificates of admitting the advertised products to trading in Poland and deliver them to POLSAT MEDIA on every POLSAT MEDIA's demand. If the Ad relates to a competition, promotion, lottery, etc. the Advertiser shall be obliged to hold all the permits obtained from the state bodies for conducting the above-mentioned activities and present them when so demanded by POLSAT MEDIA.
6. Subject to point 7, the Ads/Sponsorship Billboards should be delivered to POLSAT MEDIA not later than by 10 a.m. on the fifth working day before the date of broadcasting the Ad/Sponsorship Billboard. By the same deadline, the Advertiser shall be obliged to specify the version of the material which is to be broadcast, if POLSAT MEDIA previously received



broadcasting materials from the Advertiser.

7. Subject to point 7, delivering the broadcast materials or specifying the version of the Ad/Sponsorship Billboard later than by the deadline specified in point 5 above, not later however than by 10 a.m. on the second working day before the date of broadcasting the Ad/Sponsorship Billboard is possible solely after obtaining previous approval from POLSAT MEDIA. In this case, the Advertiser shall be obliged to pay the express fee in the amount specified in the table below.

| <b>TV Channel Polsat</b> |                        |
|--------------------------|------------------------|
| PLN 200 (plus VAT)       | for each broadcast     |
| <b>Other TV Channels</b> |                        |
| PLN 750 (plus VAT)       | up to 10 broadcasts    |
| PLN 1500 (plus VAT)      | up to 20 broadcasts    |
| PLN 3750 (plus VAT)      | up to 50 broadcasts    |
| PLN 7500 (plus VAT)      | 50 and more broadcasts |

8. In the cases described in the document „Non-standard terms of delivery of broadcast materials” available at web-page [www.polsatmedia.pl](http://www.polsatmedia.pl), Advertiser is obliged to deliver broadcast materials or indicate specified versions of Ad/Sponsorship Billboard in the terms indicated in the document. Provision about express fee from point 6 above, apply mutatis mutandi.
9. If the Ad/Sponsorship Billboard are not approved for factual reasons (non-compliance with the legal regulations or for other justified reasons), for technical reasons or if other requirements specified in the Principles have not been met, in particular those in point IV.1, the Ad/Sponsorship Billboard shall be treated as not delivered. In such case, point VII.1 of the Principles shall apply. Additionally, POLSAT MEDIA reserves the right to suspend execution of the Orders for broadcasting such an Ad/Sponsorship Billboard. POLSAT MEDIA shall have the right to cease broadcasting an Ad/Sponsorship Billboard in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association.
10. Broadcast materials are stored for 3 months from the date of its last broadcast. After this term POLSAT MEDIA is entitled to erase this material without the necessity to inform the Advertiser about this fact.
11. Each broadcast of the Ad/Sponsorship Billboard will be charged by POLSAT MEDIA with a technical fee of 3,50 PLN (plus VAT due). This fee shall be included in the total net value of the Ad/Sponsorship Billboards broadcasting service arising from the given Order.
12. POLSAT MEDIA reserves the rights to broadcast Ads and Sponsorship Billboard in the resolution provided to the technical specifications of the Broadcaster.

## **V – Copyrights**

1. Signing the Order shall be equivalent to the Advertiser declaring that he holds the copyrights and related rights to the Ad/Sponsorship Billboard within the scope necessary for broadcasting and re-broadcasting on the TV Channel, and for distributing on the TV Channel via the Internet. Moreover, signing the Order shall mean that the Ad/Sponsorship Billboard delivered for distribution complies with the law and does not infringe the rights of any third parties.
2. Signing the Order shall be equivalent to making a declaration that the copyrights’ certificate attached to the delivered Ad/Sponsorship Billboard lists all the persons who (with reference to

the works indicated) have the rights to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act. The Advertiser declares that apart from the persons listed in the certificate, the Ad/Sponsorship Billboard, the works contained therein or their use do not give rise to the rights of any other persons to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act.

3. In the event of delivering the Ad/Sponsorship Billboard for broadcasting without the properly filled in copyrights certificate, signing the Order shall be equivalent to making a declaration that the delivered Ad/Sponsorship Billboard (and the works contained therein) and their use do not give rise to rights of any other persons to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act.
4. In the event of infringing the right or rights of third parties, referred to in points 1-3 above, and in particular: personal rights, copyrights or related rights, rights to trademarks, the Advertiser shall be obliged to cover the full amount of the losses related to such infringement incurred by POLSAT MEDIA or third parties, in particular the Broadcasters, including the legal representation costs.
5. The Advertiser agrees to reimburse the royalties, compensations and penalties which the Broadcaster of the TV Channel or POLSAT MEDIA would have to pay on this account and to reimburse all the costs related to the infringement, including the legal representation costs.

**Va – Advertising of food or drinks containing ingredients whose presence in excessive amounts in the daily diet is not recommended**

1. Children's programs may not be accompanied by Advertisements or Sponsorship Billboards for food or beverages containing ingredients whose presence in excessive amounts in the daily diet is not recommended.
2. Advertiser whose broadcasts of the Ads / Sponsorship Billboards are planned for children's programs is obliged to provide to POLSAT MEDIA a statement according to the template attached as Appendix 5 to the nutritional criteria set out in the "Food Counseling Criteria for food advertising for children aged under 12 years of age in Poland "(hereinafter: " Food Criteria "), by the products being the object of the Advertising / Sponsorship Billboard within 4 working days prior to their planned issue. If the Advertiser fails to provide a statement on time or provide an incorrect statement, POLSAT MEDIA will broadcast Ads / Sponsorship Billboards for programs other than children's programs - without incurring any financial consequences.
3. The current text of the Nutrition Criteria can be found on the website of the Union of Associations Advertising Council which is an attachment No. 2a to the Code of Ethics for Advertising: <http://www.radareklamy.pl/kodeks-etyki-reklamy.html>

**VI – Payment**

1. The amount due for broadcasting of Ads/Sponsorship Billboards shall be calculated each time when placing Orders. In the case of Package Orders additionally the Order settlement shall be performed on the completion of broadcasting.
2. The payment of the amount due for individual Orders shall be made 7 days before the first broadcast in the Order at the latest.
3. Payment shall be made to the bank account of POLSAT MEDIA indicated in the Order.

4. In the event of agreeing with the Advertiser a different payment date than specified in point VI.2 above and a double delay in payment, starting from the next Order, the payment of amounts due for individual Orders will take place no later than before the first Advertisement from the Order is broadcast.
5. If the Advertiser fails to make the payment on time, POLSAT MEDIA is entitled to charge statutory interest for each day of delay.
6. POLSAT MEDIA may treat the delay in payment as a withdrawal from the Order – in such situation, the provisions of the Principles shall apply in the portion relating to resignation from the service.
7. If it is necessary for POLSAT MEDIA to issue a correcting invoice reducing the amount of the initial invoice, the Advertiser is obliged to confirm the receipt of such correcting invoice and indicate the method of compensating such amount within 7 days of receipt such correcting invoice.

#### **VII – Resignation from Ad broadcasting services**

1. The Advertiser's withdrawal from the Order or part thereof or resignation from additional broadcasting services shall give rise to the Advertiser's obligation to pay the reservation fee in the amount specified in the table below.

**reservation fees:**

| <b>cancelation date</b>   | <b>fee</b> |
|---|------------|
| by the 5th working day before the first broadcast (inclusively) | 20%        |
| later than by the 5th working day before the first broadcast    | 100%       |

2. The reservation fee is calculated based on the net value of the broadcasts covered by the resignation, and in the case of changing the Ad to a shorter one – the reservation fee shall be equal to the difference between the net value of broadcasting the longer Ad and the net value of broadcasting the shorter one. Should the Advertiser withdraw from a portion of the Package Order, the following shall be adopted for the purpose of calculating the net value of the broadcasts covered by the resignation: in the event of shortening the campaign's period – that the distribution of the GRP over the broadcasting period covered by the Order is proportionate, and in the case of reducing the GRP level ordered in a given period – that the Advertiser withdraws from the Order up to the net value of the broadcasts covered by the resignation. VAT shall be calculated on the amount of the reservation fee.

#### **VIII – Claims**

1. If due to the fault of POLSAT MEDIA or the Broadcaster of the TV Channel, broadcast of the Ad is not performed or is performed with defects, POLSAT MEDIA shall have the Ad re-broadcast with the same broadcasting value at the nearest possible date, within a timeslot similar to that in which the broadcast was to have been performed. Submitting a written claim to POLSAT MEDIA within 28 days from the date of the broadcast subject to the claim shall be a condition for re-broadcasting the Ad. Broadcasting the Ad as part of the claim shall not release the Advertiser from the obligation to pay the amount due for broadcasting the Ad subject to the claim.
2. At the written request of the Advertiser, POLSAT MEDIA shall record the commercial break. If the claim was not justified, the cost of the recording in the amount of PLN 100 (plus VAT) shall be borne by the Advertiser.
3. Broadcasting the Ad up to twenty minutes earlier or later counting from the planned hour of

commencing the broadcasting of the commercial break in which the broadcast of the Ad was ordered, shall be considered as having been performed in line with the placed Order. Moreover, POLSAT MEDIA reserves the right to unilateral change of the time of broadcasting a commercial break during or after the broadcast of non-format TV programmes (in particular: live broadcasts, feature films) or in other special cases.

4. POLSAT MEDIA is not responsible for non-performance or improper performance of obligations from the Order (in particular for delay) if this is caused by the event being out of control of the POLSAT MEDIA, in particular: force majeure events (e.g.: war, other acts of war, riots, acts or action of public administration bodies, elemental disasters, national mourning), interference with the broadcast of Television Programme, including malfunctions of broadcasting devices, power failures or breaks in power distribution, compliance with orders or prohibitions resulting from conditions of broadcasting license or provisions of law, permission or other document issued by public administration bodies.

#### **IX – GDPR Information clause**

1. Polsat Media declares that it is the administrator of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95 / 46 / EC (general regulation on data protection), hereinafter referred to as GDPR, in relation to personal data of natural persons representing the Advertiser and natural persons indicated by this entity as contact persons and other persons responsible for the performance of the Order or Long-term Agreement (if indicated).
2. Contact with the Data Protection Officer: daneosobowe@polsatmedia.pl
3. Personal data referred to in sec. 1, will be processed for the following purposes:
  - a. related to the execution of the Order or the Long-term Agreement;
  - b. related to the pursuit of possible claims, damages;
  - c. responding to letters, requests and complaints;
  - d. responding to court proceedings.
4. The legal basis for the processing of data referred to in par. 1 is:
  - a. art. 6 (1) (a) b) GDPR - fulfillment of contractual requirements, i.e. the need to have data for the purpose of executing the concluded Order or Long-term Agreement;
  - b. art. 6 sec. 1 lit. c) GDPR - fulfillment of statutory requirements, i.e. the need for Polsat Media to fulfill legal obligations resulting from legal provisions;
  - c. art. 6 sec. 1 lit. f) GDPR - the need to implement the legitimate interests of Polsat Media.
5. Personal data referred to in sec. 1, will not be transferred to third parties, however, in accordance with applicable law, Polsat Media may transfer data to entities processing them at the request of Polsat Media, e.g. on the basis of contracts for entrusting the processing of personal data to IT service providers, auditors, advisors, and on the basis of applicable law to entities authorized to obtain data, e.g. courts or law enforcement authorities - only when they request personal data and indicate the legal basis for their request.
6. Personal data of the natural persons referred to in sec. 1 will not be transferred to a third country or an international organization within the meaning of the GDPR.
7. Personal data of the persons referred to in sec. 1, will be processed for a period of 10 years from the end of the calendar year in which the Order or Long-term Agreement will be performed, unless a longer processing period is necessary, e.g. due to archiving obligations, pursuing claims or other required by generally applicable law.
8. The persons referred to in paragraph 1. 1, you have the right to request the data controller to access their personal data, rectify them, delete or limit processing or object to their processing, as well as the right to transfer data. These rights will be exercised by the administrator within the limits of applicable law.

9. The persons referred to in paragraph 1. 1, in connection with the processing of their personal data, you have the right to file a complaint with the supervisory authority competent for the place of stay or infringement of the provisions on the protection of personal data.
10. Providing personal data referred to in sec. 1 is required to conclude an Order or a long-term Agreement. If the above-described natural person submits a request to remove or limit the processing of personal data, the Advertiser is obliged to immediately indicate another person in his place.
11. Based on the personal data of the persons referred to in sec. 1, Polsat Media will not make automated decisions, including decisions resulting from profiling within the meaning of the GDPR.
12. In the case, the Advertiser makes it available to Polsat Media, in connection with the performance Order or Long-term Agreement, personal data of persons related to the Advertiser, in particular employees, proxies, members of the management board, contractors, suppliers, and other persons not signing the Order or Long-term Agreement, the Advertiser is obliged to inform these persons on behalf of Polsat Media:
  - a. on the scope of personal data relating to these persons and provided to Polsat Media,
  - b. that Polsat Media is the administrator of their personal data and that it processes their personal data on the terms set out above,
  - c. that the Advertiser is the source from which Polsat Media obtained their data,
  - d. about the content of this paragraph.

#### **X – Definitions of terms used in the Principles, long-term Contracts and Orders**

1. The Principles – these Principles for Conducting Sales on TV Channels of POLSAT MEDIA Sp. z o.o.
2. The Client – the producer, the distributor or another entity whose products or services are the subject of the Ads/Sponsorship Billboard issued on TV Channels of POLSAT MEDIA; the Client may place orders directly with POLSAT MEDIA or through the Agency acting on his behalf.
3. The Agency – an advertising agency or media house; an entity conducting advertising activities, acting on behalf of the Client and authorized by him to place and sign Orders and pay the amounts due arising from them. A specimen of the authorization is provided in Appendix No. 1 to the Principles.
4. The Advertiser – the Client or the Agency acting on his behalf.
5. The Broadcaster – the entity which creates or puts together the TV Channel and distributes it or transfers to other entities for distribution as a whole and without amendments.
6. Commercial Communication- any communication, including images with or without sound, aimed at direct or indirect promotion of the service or the reputation of entity engaged in an economic or professional activity, accompanying or included in the program, in exchange for charge or other remuneration, or aimed on the self-promotion, in particular advertising, sponsorship, teleshopping and product placement.
7. The Ad – commercial material deriving from a public or private entity, in connection with its business or professional activities, aimed at promoting sales or the chargeable use of goods or services.
8. The Sponsorship Billboard – television material informing that a TV programme is sponsored by the Client who in this case is a Sponsor.
9. The Product Placement – commercial material consisting in presenting or referring to product, service or trademark in a way that they are elements of the programme in exchange for a fee or similar gratification and also as gratuitous delivery of product or service.
10. The Order – an agreement covering the broadcasting of the Ad/Sponsorship Billboard during a calendar month, concluded between the Advertiser and POLSAT MEDIA; the Order specifies the subject of the Ad/Sponsorship Billboard, the TV Channel on which the Ad/Sponsorship Billboard

is to be broadcast, the broadcasting period and other elements arising from the Principles.

11. The Pricelist – the pricelist for broadcasting Ads binding for Ads broadcast on a given TV Channel, valid in principle for one calendar month. The prices provided in the Pricelist relate to the broadcast of 30 seconds long Ads and are subject to adjustment for length conversion factors, additional fees, discounts accrued in accordance with the Principles and amounts due to the State budget, including VAT. The Pricelist each time provides the categorization into times of the day, so-called timeslots; in particular the highest audience timeslot – prime time (PT) is identified.
12. Thematic Channels – all TV Channels excluding Polsat Television Programme which are in portfolio of POLSAT MEDIA.
13. GRP – gross rating point; the sum of rating points which constitute the measure of Ads being watched by the population of a specified target Group. Achieving one rating point signifies that the Ad was watched by one percent of the given population. GRP is quoted to an accuracy of 0.01. The sum of rating points includes the GRP obtained within watching with shift up to two days inclusive (Time Shifted Viewing) and within watching television out of home (Out Of Home Viewing) according to the definition of a research institute providing telemetric data for the settlement of orders.
14. The Target Group – the portion of the population identified for the purposes of the advertising campaign based on the basic demographic criteria (sex, age) or elaborated by including additional parameters: size of the city of residence, earnings, etc. The Advertiser selects the target group out of those specified by POLSAT MEDIA.
15. CPP – cost per point; the cost of broadcasting the Ad incurred by the Advertiser, so that one percent of the population of the given Target Group should come into contact once with a 30 seconds long Ad broadcasted on a given TV Channel. CPP in package Orders is treated as the price and is subject to adjustment, in accordance with the rules specified in the Principles.
16. The Long-term Contract – the contract related to the Ad/Sponsorship Billboard broadcasting service, the validity period of which covers more than one Order; a Long-term Contract is concluded between the Advertiser and POLSAT MEDIA.
17. Broadcast for children - a television program within the meaning of the Radio and Television Act, which due to the time of broadcasting (from 6:00 am to 8:00 pm) and the content is addressed (directed) mainly to recipients ( children) aged from 4 (four) to 12 (twelve) years.
18. Self-regulation - an agreement concluded between television broadcasters defining the rules for the issue of Ads and Sponsorship Billboards of food directed to children under 12 in Poland.
19. Nutritional criteria - document entitled "Self-regulatory diets for food advertising for children under 12" from December 2013, developed by the Polish Federation of Food Producers Employers' Association based in Warsaw (Appendix No. 5 to the Rules)

## **IX – Appendices and validity of the Principles**

The following Appendices constitute an integral part of the Principles:

- a. Appendix No. 1: Template of Authorization for the Agency to represent the Client before POLSAT MEDIA;
- b. Appendix No. 2 Template of Power of attorney for the Advertiser's representatives to sign Orders;
- c. Appendix No. 3 Specimen Orders:
  - Order template – pricelist Order
  - Order template- package Order
  - Order template - Sponsorship Order
  - Order template – Product Placement

- d. Appendix No. 4 Copyrights certificate
- e. Appendix No. 5 Templates of statements:
  - Advertiser's statement on the compliance of the Advertising with the Dietary Criteria
  - Advertiser's statement on the compliance of the Sponsorship Billboard with the Dietary Criteria

Changes to the wording of an Appendix shall not constitute an amendment to the Principles.

**Appendix No. 1**  
**to the Principles for Conducting Sales on TV Channels**  
**of POLSAT MEDIA**

**Template of Authorisation to represent Client by Agency before POLSAT MEDIA**

---

Warsaw, dated .....

**AUTHORISATION**

We,..... with registered seat in ....., ..... St., share capital ..... PLN, registered in the District Court of ..... Commercial Department of the National Court Register under the National Court Register No. KRS..... , Taxpayer Identification Number NIP ....., (hereinafter called „Mandator”), thereby authorise..... with registered seat in ....., ..... St., share capital..... PLN, registered in the District Court of.....Commercial Department of the National Court Register under the National Court Register No. KRS ....., Taxpayer Identification Number NIP ....., (hereinafter called „Mandatory”) to act on behalf of Mandator in legal relationships with POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. in particular to conclude long-term Contracts and Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Radio Channels, Internet Products, Polsat Media AdScreen, Polsat Media AdTube\*, book air-time for broadcasts and take other obligations connected with broadcasts, as well as make payments resulting from the Orders and/or other obligations and perform all kinds of activities necessary for the execution of the contracts and the obligations.

Withdrawal of the AUTHORISATION shall be made in writing and shall be valid on condition that it is previously delivered to POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k.

.....  
(Mandator’s signature and stamp)

.....  
(Mandatory’s signature and stamp)

\* delete as appropriate



**Appendix No. 2  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Template of Power of attorney for Advertiser's representatives to sign Orders**

---

Warsaw, dated .....

**POWER OF ATTORNEY**

We,..... with registered seat in ....., ..... St., share capital ..... PLN, registered in the District Court of ..... Commercial Department of the National Court Register under the National Court Register No. KRS..... , Taxpayer Identification Number NIP ....., (hereinafter called „Mandator”), hereby represents, that following Mandator’s employees:

|                              |                       |                                   |
|------------------------------|-----------------------|-----------------------------------|
| .....<br>(Name of the proxy) | — .....<br>(position) | .....<br>(signature of the proxy) |
| .....<br>(Name of the proxy) | — .....<br>(position) | .....<br>(signature of the proxy) |
| .....<br>(Name of the proxy) | — .....<br>(position) | .....<br>(signature of the proxy) |
| .....<br>(Name of the proxy) | — .....<br>(position) | .....<br>(signature of the proxy) |
| .....<br>(Name of the proxy) | — .....<br>(position) | .....<br>(signature of the proxy) |

are empowered (each of aforementioned persons individually) to act for and on behalf of Mandator in legal relationships with POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. in the scope of placing and signing Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Radio Channels, Internet Products, Polsat Media AdScreen, Polsat Media AdTube\* during calendar month and perform all kinds of activities necessary for the execution of Order.

Withdrawal of the POWER OF ATTORNEY shall be made in writing and shall be valid on condition that it is previously delivered to POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k.

.....  
(Mandator’s signature and stamp)

\*delete as appropriate

**Appendix No. 3a  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Order template – pricelist Order**

Warsaw, dated: .....

Order: **123456/00/A1/AA**

TV Channel

The Client:

.....

.....

.....

NIP: 00-00-000-00

KRS:1234567

Share capital.....zł

District Court ..... in .....

The Client:

.....

Product: .....

Video cassette length: .....

Broadcast since - to: ..... - .....

|                         | amount | VAT   | incl. VAT |
|-------------------------|--------|-------|-----------|
| The value of the order: | .....  | -     | -         |
| Total extra payments    | .....  | -     | -         |
| Total discount:         | .....  | -     | -         |
| The value of the order: | .....  | ..... | .....     |
| Beer tax                | .....  | ..... | .....     |
| Express                 | .....  | ..... | .....     |
| <b>To payment:</b>      | .....  | ..... | .....     |
| In words:               | .....  | ..... | .....     |

|                        |      |       |
|------------------------|------|-------|
| <b>Extra payments</b>  |      |       |
| Extra payment          | ...% | ..... |
| Position extra payment | ...% | ..... |
| <b>Discounts</b>       |      |       |
| Client discount        | ...% | ..... |
| Agency discount        | ...% | ..... |
| <b>Express</b>         |      |       |
| <b>Other taxes:</b>    |      |       |
| Beer tax:              |      | ..... |

|              | No. of broadcast | value | net value |
|--------------|------------------|-------|-----------|
| ....."       | ...              | ..... | .....     |
| ....."       | ...              | ..... | .....     |
| <b>Total</b> | ...              | ..... | .....     |

- The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100. The Contractor declares that he has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on preventing excessive delays in commercial transactions
- The Client declares that he has the status / does not have the status (delete as appropriate) of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions. The Client is obliged to pay the amount due to the Contractor's bank account at mBank S.A. No. 18 1140 1010 0000 5244 2000 1001 by bank transfer, up to 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. Failure to meet the payment deadline specified above or failure to meet other requirements set out in the Principles 4 working days before the commencement of the issue period will result in the cancellation of the Order. In such a case, the relevant provisions of the Principles concerning the cancellation of the Order shall apply.
- The Client declares that the Ads provided for broadcast in the Program / TV Channels and / or in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muzo.fm, to which the Order relates, are not subject to defects legal and that their emission is lawful and does not infringe the rights or goods of third parties, in particular that, as the producer of the Sponsorship Billboards, it has acquired and holds all copyrights and related rights to works and artistic performances contained / recorded in the Sponsorship Billboards. The Client guarantees that the Contractor and the Broadcaster will not be obliged to pay any remuneration / royalties for the broadcasting of the Sponsorship Billboards. The Principal undertakes to satisfy claims against the Contractor or the Broadcaster for violations of the rights referred to above (in particular, royalties and / or compensation reimbursement), along with all costs incurred due to violations.
- The Client declares that it is solely responsible for the content of the Sponsorship Billboards and that it has all the approvals and permits necessary to market the products listed in the Sponsorship Billboard in Poland.
- The Contractor is entitled to cease the broadcast of the Sponsorship Billboard, which the Advertising Council Association will request in writing with such a request on the basis of the opinion of the Advertising Ethics Commission operating within the Advertising Council Association. In such a case, the relevant provision of the Principles regarding the cancellation of the Order shall apply
- In matters not regulated, the Principles applicable for the broadcast period covered by the Order shall apply. The Client declares that he has received the Principles, has read their content and agrees to include the Principles in the Order.
- The terms and conditions granted to the Client shall apply under the condition of concluding a long-term agreement with the Contractor for the broadcasting of ads in ..... the Program / TV Channels and / or, respectively, in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muzo.fm

Deadline for signing up to: .....

.....

..... (Date and signature) Contractor  
Client

.....  
(Date and signature)

Warsaw, print from: .....

Order: **123456/00/A1/AA**

TV Channel

Client: .....

Product: .....

| Ordinal number | Day   | hour. | type | Programme | bando | time | Cassette | fix position | pircelist price | additional fee | fix fee | remarks |
|----------------|-------|-------|------|-----------|-------|------|----------|--------------|-----------------|----------------|---------|---------|
| 1              | ..... | ..... | ..   | Programme | LN    | ..." | R000000  | 1            | .....           | .....          | ...%    |         |
| 2              | ..... | ..... | ..   | Programme | PT    | ..." | R000002  |              | .....           | ...%           | ...%    |         |
| 3              | ..... | ..... | ..   | Programme | M     | ..." | R000000  | 99           | .....           | .....          | ...%    |         |
| 4              | ..... | ..... | ..   | Programme | DT    | ..." | R000000  |              | .....           | .....          |         |         |
| 5              | ..... | ..... | ..   | Programme | PT    | ..." | R000000  |              | .....           | .....          |         |         |
| 6              | ..... | ..... | ..   | Programme | EF    | ..." | R000000  |              | .....           | .....          |         |         |
| ...            |       |       |      |           |       |      |          |              |                 |                |         |         |

Deadline for signing up to: .....

.....

..... (Date and signature) Contractor  
Client

.....  
(Date and signature)

**Appendix No. 3b  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Order template - package Order**

Warsaw, dated: .....

Order: **123456/00/A1/AA**

TV Channel

The Client:  
.....  
.....  
.....  
NIP: 00-00-000-00  
KRS:1234567  
Share capital .....zł  
District Court ..... in .....

The Client: .....  
Product: .....

Video cassette length: .....  
Broadcast since to: .....

|  | amount | VAT   | z VAT |
|--|--------|-------|-------|
| The value of the order (including operational fee) | .....  | ..... | ..... |
| Estimated operational fee:                         | .....  | ..... | ..... |
| Express  | .....  | ..... | ..... |
| Operational fee                                    | .....  | ..... | ..... |
| Beer tax   | .....  | ..... | ..... |
| <b>To payment:</b>                                 |        |       | ..... |
| In words:  | .....  |       |       |

|               | No. of broadcasts |          | GRP        |          | CPP        |          |
|---------------|-------------------|----------|------------|----------|------------|----------|
|               | prime-time        | off peak | prime-time | off peak | prime-time | off peak |
| .....         | .....             | .....    | .....      | .....    | .....      | .....    |
| .....         | .....             | .....    | .....      | .....    | .....      | .....    |
| .....         | .....             | .....    | .....      | .....    | .....      | .....    |
| <b>Total</b>  | .....             | .....    | .....      | .....    | .....      | .....    |
| Target group: | All 16-59         |          |            |          |            |          |

- The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100. The Contractor declares that he has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on preventing excessive delays in commercial transactions
- The Client declares that he has the status / does not have the status (delete as appropriate) of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions. The Client is obliged to pay the amount due to the Contractor's bank account at mBank S.A. No. 18 1140 1010 0000 5244 2000 1001 by bank transfer, up to 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. Failure to meet the payment deadline specified above or failure to meet other requirements set out in the Principles 4 working days before the commencement of the issue period will result in the cancellation of the Order. In such a case, the relevant provisions of the Principles concerning the cancellation of the Order shall apply.
- The Client declares that the Ads provided for broadcast in the Program / TV Channels and / or in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muza.fm, to which the Order relates, are not subject to defects legal and that their emission is lawful and does not infringe the rights or goods of third parties, in particular that, as the producer of the Sponsorship Billboards, it has acquired and holds all copyrights and related rights to works and artistic performances contained / recorded in the Sponsorship Billboards. The Client guarantees that the Contractor and the Broadcaster will not be obliged to pay any remuneration / royalties for the broadcasting of the Sponsorship Billboards. The Principal undertakes to satisfy claims against the Contractor or the Broadcaster for violations of the rights referred to above (in particular, royalties and / or compensation reimbursement), along with all costs incurred due to violations.
- The Client declares that it is solely responsible for the content of the Sponsorship Billboards and that it has all the approvals and permits necessary to market the products listed in the Sponsorship Billboard in Poland.
- The Contractor is entitled to cease the broadcast of the Sponsorship Billboard, which the Advertising Council Association will request in writing with such a request on the basis of the opinion of the Advertising Ethics Commission operating within the Advertising Council Association. In such a case, the relevant provision of the Principles regarding the cancellation of the Order shall apply
- The broadcast schedule is determined by the Contractor
- The calculation of the GRP number will be made on the basis of telemetry tests provided by Nielsen Audience Measurement with an accuracy of 0.01 GRP, with the number of rating points being calculated for the minute in which the broadcast of the Ad began. After the completion of the Order, the Contractor will provide the Client with a list of all emissions together with the number of GRPs achieved by each emission.
- In matters not regulated, the Principles applicable for the broadcast period covered by the Order shall apply. The Client declares that he has received the Principles, has read their content and agrees to include the Principles in the Order.
- The terms and conditions granted to the Client shall apply under the condition of concluding a long-term agreement with the Contractor for the broadcasting of ads in ..... the Program / TV Channels and / or, respectively, in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muza.fm
- The list of broadcasts attached to the order package may be changed. Only the Contractor is authorized to make changes to the list of broadcasts.

Deadline for signing up to.....

.....  
  
(Date and signature) Contractor  
Client

.....  
  
(Date and signature)

Order: **123456/00/A1/AA**

TV Channel

Client: .....

Product: .....

| Ordinal number | Day   | hour. | type | Programme | bando | time | Cassette | fix position | additional fee | fix fee | remarks |
|----------------|-------|-------|------|-----------|-------|------|----------|--------------|----------------|---------|---------|
| 1              | ..... | ..... | ...  | Programme | LN    | ..." | R000000  | 1            |                | ...%    |         |
| 2              | ..... | ..... | ...  | Programme | PT    | ..." | R000002  |              | ...%           |         |         |
| 3              | ..... | ..... | ...  | Programme | M     | ..." | R000000  | 99           |                | ...%    |         |
| 4              | ..... | ..... | ...  | Programme | DT    | ..." | R000000  |              |                |         |         |
| 5              | ..... | ..... | ...  | Programme | PT    | ..." | R000000  |              |                |         |         |
| 6              | ..... | ..... | ...  | Programme | EF    | ..." | R000000  |              |                |         |         |
| ...            |       |       |      |           |       |      |          |              |                |         |         |

Deadline for signing up to: .....

.....

..... (Date and signature) Contractor  
Client

.....  
(Date and signature)

**Appendix No. 3c  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Order template – Order – Sponsorship Billboard**

Warsaw, dated: .....

**Order: 123456/00/A1/AA**

**TV Channel**

The Client:  
.....  
.....  
.....  
NIP: 00-00-000-00  
KRS:1234567  
Share capital.....zł  
District Court ..... in .....

The Client: .....  
Product: .....

Campaign no.: .....  
Video cassette length: .....  
Broadcast since to: .....

|   | amount | VAT   | z VAT |
|---|--------|-------|-------|
| The value of the order<br>(including operational fee) | .....  | ..... | ..... |
| Estimated operational fee:                            | .....  | ..... | ..... |
| Express   | .....  | ..... | ..... |
| Operational fee                                       | .....  | ..... | ..... |
| Beer tax  | .....  | ..... | ..... |

**To payment:** .....  
In words: .....

1. The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100. The Contractor declares that he has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on preventing excessive delays in commercial transactions
2. The Client declares that he has the status / does not have the status (delete as appropriate) of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions. The Client is obliged to pay the amount due to the Contractor's bank account at mBank S.A. No. 18 1140 1010 0000 5244 2000 1001 by bank transfer, up to 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. Failure to meet the payment deadline specified above or failure to meet other requirements set out in the Principles 4 working days before the commencement of the issue period will result in the cancellation of the Order. In such a case, the relevant provisions of the Principles concerning the cancellation of the Order shall apply.
3. The Client declares that the Sponsorship Billboards provided for broadcast in the Program / TV Channels and / or in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muzo.fm, to which the Order relates, are not subject to defects legal and that their emission is lawful and does not infringe the rights or goods of third parties, in particular that, as the producer of the Sponsorship Billboards, it has acquired and holds all copyrights and related rights to works and artistic performances contained / recorded in the Sponsorship Billboards. The Client guarantees that the Contractor and the Broadcaster will not be obliged to pay any remuneration / royalties for the broadcasting of the Sponsorship Billboards. The Principal undertakes to satisfy claims against the Contractor or the Broadcaster for violations of the rights referred to above (in particular, royalties and / or compensation reimbursement), along with all costs incurred due to violations.
4. The Client declares that it is solely responsible for the content of the Sponsorship Billboards and that it has all the approvals and permits necessary to market the products listed in the Sponsorship Billboard in Poland.
5. The Client declares that the Sponsorship Billboards provided for broadcast in the Program / TV Channels and / or in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muzo.fm, to which the Order relates, do not contain audio fragments or visual advertising messages from the sponsoring entity (indicated in the header as "Client") with which the sponsor is associated and that could make it difficult to distinguish the Sponsorship Billboard from the advertising message.
6. The Contractor is entitled to cease the broadcast of the Sponsorship Billboard, which the Advertising Council Association will request in writing with such a request on the basis of the opinion of the Advertising Ethics Commission operating within the Advertising Council Association. In such a case, the relevant provision of the Principles regarding the cancellation of the Order shall apply
7. The broadcast schedule is determined by the Contractor.
8. In matters not regulated, the Principles applicable for the broadcast period covered by the Order shall apply. The Client declares that he has received the Principles, has read their content and agrees to include the Principles in the Order.
9. The terms and conditions granted to the Client shall apply under the condition of concluding a long-term agreement with the Contractor for the broadcasting of ads in the Program / TV Channels and / or, respectively, in the Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Polsat Media Digital Audio, Muzo.fm
10. The list of broadcasts attached to the order package may be changed. Only the Contractor is authorized to make changes to the list of broadcasts.

Deadline for signing up to.....

.....  
Date and signature) Contractor  
Client

.....  
(Date and signature)

Client: .....

Product: .....

| Ordinal number | Day   | hour  | type | Programme | band | time | Casette | remarks |
|----------------|-------|-------|------|-----------|------|------|---------|---------|
| 1              | ..... | ..... | ..   | Programme | LN   | ..." | R000000 |         |
| 2              | ..... | ..... | ..   | Programme | PT   | ..." | R000002 |         |
| 3              | ..... | ..... | ..   | Programme | M    | ..." | R000000 |         |
| 4              | ..... | ..... | ..   | Programme | DT   | ..." | R000000 |         |
| 5              | ..... | ..... | ..   | Programme | PT   | ..." | R000000 |         |
| 6              | ..... | ..... | ..   | Programme | EF   | ..." | R000000 |         |
| ...            |       |       |      |           |      |      |         |         |

Deadline for signing up to.....

.....

..... (Date and signature) Contractor  
Client

.....  
(Date and signature)

**Appendix No. 3d  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Order template – Order – Product placement**

Warsaw, dated: .....

**Order: 123456/00/A1/AA**

**TV Channel**

The Client:  
.....  
.....  
.....  
NIP: 00-00-000-00  
KRS:1234567  
Share capital .....zł  
District Court ..... in .....

The Client: .....  
Product: .....

Video cassette length: .....  
Broadcast since to: ..... - .....

|   | amount | VAT   | z VAT |
|---|--------|-------|-------|
| The value of the order<br>(including operational fee) | .....  | ..... | ..... |
| Estimated operational fee:                            | .....  | ..... | ..... |
| Express   | .....  | ..... | ..... |
| Operational fee                                       | .....  | ..... | ..... |
| Beer tax  | .....  | ..... | ..... |
| <b>To payment:</b>                                    | .....  |       |       |
| In words:   | .....  |       |       |

11. The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100. The Contractor declares that he has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on preventing excessive delays in commercial transactions.
12. The Client agrees to pay the amount due to the bank account of the Contractor maintained at mBank, No. 93 1140 1010 0000 5244 2000 1009 (USD); No. 66 1140 1010 0000 5244 2000 1010 (EUR) by transfer, within 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. The Parties authorize one other to issue invoices without the signature of the person authorized to collect the invoice. Failure to keep to the payment deadline stated above or the failure to meet other requirements specified in the Principles within 4 working days of commencing the broadcasting period shall be construed as cancellation of the Order.
13. The Client declares and warrants that he has the rights to use the name and trademark that will be included in the Program, may use them in any way and that he is not burdened with the rights of third parties to the extent indicated.
14. The Client grants the Contractor a non-exclusive license to use the name, trademark, without territorial limitations, with the right to grant further licenses to the extent enabling the performance of this contract, including to the extent necessary for their use and operation under the Program, for all known at the time of conclusion Orders in the fields of exploitation, in particular, but not only through: broadcasting via vision and sound, wired and wireless through ground stations and via satellite and disseminating them in cable networks, exchange of media on which the works were recorded and entering entries into the memory of computers and network servers computer, also generally available, such as the Internet, and making their records (files) available to users (using) of such networks around the world, including via telecommunications networks at the place and time selected by them, including in the VOD system, sharing via websites y www and internet portals, P2P and other protocols for sharing and / or exchanging files, placing on the market of recording media (all kinds, including VCD, DVD, video cassette, digital files, etc.) Broadcasts in unlimited number of copies and their lending and rental , authorizing on an exclusive basis for broadcasting on the Program by other entities, including TV organizations, including broadcasting in cable networks and digital platforms as well as in telecommunications networks and networks commonly available such as the Internet, public display and playback on the Program.
15. In the event that third parties raise legitimate claims against the Contractor, the Broadcaster, their contractors or legal successors, resulting from violations of the rights referred to in points 1 and 2, by broadcasting Programs containing product placement, the Client is obliged to satisfy the claims addressed to Contractor, Broadcaster and their legal successors or contractors from these titles, along with the costs of defense of the rights granted to the Contractor or the Broadcaster. The Client is obliged to reimburse the royalties and / or damages that the Contractor or the Broadcaster would have to pay for these reasons, together with all reasonable costs incurred for the breach.
16. The Client declares that he holds all the certificates and permits necessary to introduce the advertised products and services that are subject og the product placement to trading in Poland.
17. **In matters not regulated herein, the Principles applicable for the broadcast period covered by the Order shall apply. The Client declares that he has received the Principles and acquainted itself with their content, and hereby agrees to incorporate the Principles in the Order**
18. The terms and conditions granted to the Client shall be binding provided that a long-term contract is concluded with the Contractor by..... for broadcasting ads in ..... on the TV Channel which the Order relates.

Deadline for signing up to.....

.....  
Date and signature) Contractor  
Client

.....  
(Date and signature)



**Appendix No. 4  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Certificate of Copyrights**

Name of the Ad .....  
 Title of the Ad .....  
 Version, Number .....  
 Duration of the Ad .....

**Information regarding the musical works used in the Ad:**

| No. | Title | Composer | Lyrics Writer | Polish Version Lyrics Writer | Singer | Length |
|-----|-------|----------|---------------|------------------------------|--------|--------|
| 1   |       |          |               |                              |        |        |
| 2   |       |          |               |                              |        |        |
| 3   |       |          |               |                              |        |        |

Producer .....  
 Director .....  
 Scriptwriter .....  
 Operator .....

Date of copyrights validity .....

**Statement:**

We hereby declare that we are the holders of the proprietary rights to the movie not encumbered with any third party rights and that we shall be held fully responsible in case the broadcast infringes any copyrights of any third party and in case the transmission of the movie violates personal interests of any third party.

I hereby declare that the above mentioned persons include all individuals who – with regard to the specified works – have the rights to remunerations according to the Act on Copyright and Related Rights paid through the competent organizations for collective managements of copyright, including the right to the remuneration according to Art. 70 and Art. 18 of the Act. I hereby declare that in except for the persons indicated in the certificate no other person has any rights to the remunerations according to the Copyright and Related rights Act paid through the organizations for collective management of copyright, including the right to the remuneration according to Art. 70 and Art. 18 of the Act with regard to this ad, the works included in it as well as with its exploitation.

In case in spite of this declaration the author’s economic copyrights of the persons being their holders of such rights are infringed (e.g. because the data included in the certificate of copyrights are wrong or incomplete), I hereby declare that we undertake to cover all costs of the defence carried out by the Broadcaster as well as to satisfy any related claims against the Broadcaster.

I hereby declare that I accept the obligation to compensate, at Broadcaster’s request, all losses suffered by it as the result of the above mentioned infringement of the author’s economic copyrights.

The term Broadcaster shall be understood hereafter as the entity which creates or compiles the television programme and publicise it or gives it to other entities for publication in its entirety and without any changes.

.....  
 (date, signature and stamp of the Client)

**Note:**

All fields of the copyright certificate should be filled. In case no information is to be inserted in the field, please write „N/A”.

**Appendix No. 5a  
to the Principles for Conducting Sales on TV Channels  
of POLSAT MEDIA**

**Template of Advertiser statement about Ads compliance with Nutrition Criteria**

---

....., day .....

**Polsat Media Biuro Reklamy Sp. z o.o. S.k.**  
ul. Ostrobramska 77  
04-175 Warszawa

**Advertiser statement about Ads compliance with Nutrition Criteria**

Acting on behalf ..... (name and Taxpayer Identification) with registered seat in ....., hereby, we hereby represent that all of our food products or beverages which are shown on Ads:

Name of commercial.....

Title of commercial.....

Version, numer.....

are in accordance with document „Self-Regulatory for Nutrition Criteria of advertising for children under 12 years of age” from December 2013, prepared by the Polish Federation of Food Producers - The Employers' Association with registered seat in Warsaw and in compliance with Nutrition Criteria described in the document.

Name and Surname: .....

Name and Surname : .....

Position: .....

Position: .....

Signature: .....

Signature: .....

**Appendix No. 5b  
to the Principles for Conducting Sales on TV  
Channels of POLSAT MEDIA**

**Template of Advertiser statement about Sponsorship Billboards compliance with Nutrition  
Criteria**

....., day.....

**Polsat Media Biuro Reklamy Sp. z o.o. S.k.**  
ul. Ostrobramska 77  
04-175 Warszawa

**Advertiser statement about Sponsorship Billboards compliance with Nutrition Criteria**

Acting on behalf..... (name and Taxpayer Identification) with  
registered seat in ....., hereby, we hereby represent that all of our  
food products or beverages which  
are shown on Sponsorship Billboards:

Name of  
commercial.....

Title of  
commercial.....

Version, ..... number  
.....

are in accordance with document „Self-Regulatory for Nutrition Criteria of advertising for  
children under 12 years of age” from December 2013, prepared by the Polish Federation of Food  
Producers - The Employers' Association with registered seat in Warsaw and in compliance with  
Nutrition Criteria described in the document.

Name and Surname: .....  
.....

Name and Surname :

Position: .....  
.....

Position:

Signature: .....  
.....

Signature: